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Mary Kay Shaver (P-60411)

ADAC Plastics, Inc.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In Re:</b>	:	<b>Chapter 11 Case No.</b>
	:	
<b>GENERAL MOTORS CORP., et al.,</b>	:	<b>09-50026 (REG)</b>
	:	
<b>Debtors.</b>	:	<b>(Jointly Administered)</b>
	:	
	:	<b>Hon. Robert E. Gerber</b>
-----X	:	

**LIMITED OBJECTION BY ADAC PLASTICS, INC. TO  
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN  
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,  
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY  
AND (II) CURE AMOUNTS RELATED THERETO**

ADAC Plastics, Inc., a Michigan corporation doing business as ADAC Automotive ("ADAC"), by and through its attorneys, Varnum LLP, hereby files this limited objection to the Notice of (i) Debtors' Intent to Assume and Assign Certain Executory Contract, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto, dated June 5, 2009 (the "Assignment Notice") as follows:

1. On June 1, 2009, the Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.

2. On June 2, 2009, this Court entered an Order approving the Debtors' bidding procedure [Docket No. 274], which includes a procedure regarding the Debtors' assumption and assignment of executory contracts (the "Procedures Order").

3. On June 9, 2009, ADAC received the Assignment Notice, which states that the Debtors intend to assume and assign the Debtors' agreements with ADAC (the "ADAC Agreements") and proposes a cure amount of \$575,574.88 (the "Proposed Cure Amount").

4. The Debtors owe ADAC \$764,808.30 for prepetition goods and/or services provided to the Debtors under the ADAC Agreements (the "ADAC Cure Amount").

5. Thus, there is a difference between the Proposed Cure Amount and the ADAC Cure Amount of \$189,233.42. The difference arises from the following:

a. Cancellation charges for the GMT360 program in the amount of \$71,992.86 not included in the Proposed Cure Amount. Attached as Schedule 1 is the invoice number evidencing this amount due. A copy is available upon request.

b. Tooling amount due for the GMT561 program in the amount of \$8,950.00. Attached as Schedule 2 is the invoice number evidencing this amount due. A copy is available upon request.

c. Price discrepancies in the amount of \$58,055.08 not included in the Proposed Cure Amount. Attached as Schedule 3 is a listing of purchase numbers for which the pricing is incorrect. Copies are available upon request.

d. Missing invoices in the amount of \$15,268.11 not included in the Proposed Cure Amount. Attached as Schedule 4 is a listing of invoices evidencing these amounts due. Copies are available upon request.

e. Amounts due for prototype part shipments in the amount \$1,672.58. Attached as Schedule 5 is a listing of the invoices evidencing these amounts due. Copies are available upon request.

f. Amounts due for shipments to Saturn Service Parts Organization in the amount \$1,966.30. Attached as Schedule 6 is a listing of invoices evidencing these amounts due. Copies are available upon request.

g. Price discrepancies in the amount of \$31,328.49 not included in the Proposed Cure Amount due ADAC for directed buy components in the GMT967/968 program. Attached as Schedule 7 is a listing of the GM Tacking Record for this price change A copy is available upon request.

6. Accordingly, ADAC objects to the Assignment Notice and the Proposed Cure Amount to the extent they do not account for the total prepetition cure amount for purposes of Section 365(b) in the amount of \$764,808.30.

WHEREFORE, Creditor requests that the Court enter an order:

(A) Granting ADAC a pre-petition cure amount for purposes of Section 365(b) in the total amount of \$764,808.30 as a condition for the Debtors to assume and assign the ADAC Agreements pursuant to the Procedures Order; and

(B) Granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

Varnum LLP

Dated: June 15, 2009

By: /s/ Mary Kay Shaver  
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